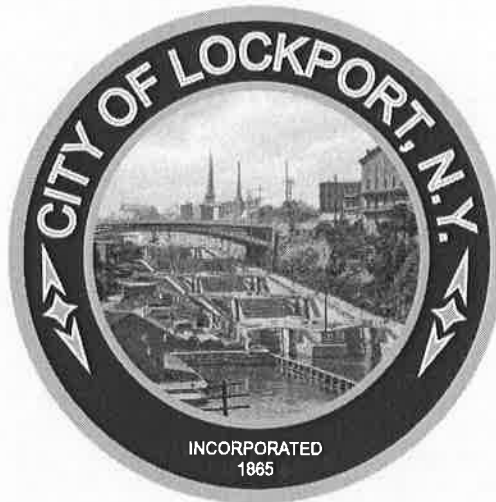


Department of Community Development

**REQUEST FOR PROPOSALS
AHC Grant ID # 1S34**

***PROGRAM MANAGEMENT AND DELIVERY SERVICES
TO IMPLEMENT THE CITY OF LOCKPORT
NEW YORK STATE AFFORDABLE HOUSING
CORPORATION (AHC)
HOME IMPROVEMENT PROGRAM***



***ISSUE DATE: Wednesday, February 23, 2022
DUE DATE: Friday, March 25, 2022 - 4:00 P.M.***



SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The City of Lockport Community Development Department (CD Department) works to eliminate or prevent the spread of deterioration through residential rehabilitation and to act in the public interest on behalf of the citizens of the City of Lockport. The CD Department manages the City of Lockport's Home Improvement Program (HIP) and seeks a professional qualified organization to manage and provide program delivery services for the City of Lockport Home Improvement Program.

1.2 PROPOSAL CLOSING DATE

Sealed submittals (one original and two unbound, single-sided copies - clipped or in three ring binders) must be received by the CD Department no later than

Friday, March 25 2022 at 4:00 p.m. (EST)

The submittals must be sealed, and the outside envelope must be clearly marked
"AHC Grant ID # 1S34"

Packages must be submitted to:

City of Lockport, Community Development Department
Attention: Mrs. Carrie Gugliuzza, Program Administrator
One Locks Plaza
Lockport, NY 14094

Late proposals will not be considered.

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the CD Department. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted. **Faxed submissions will not be accepted.**

1.3 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than **March 18, 2022** to:

Community Development
City of Lockport
One Locks Plaza
Lockport, N.Y. 14094
Fax: (716) 439-6605

Written questions may be sent via email directly to Mrs. Carrie Gugliuzza at cgugliuzza@lockportny.gov. Written answers will be sent to all vendors listed by the Council as receiving a copy of this Request for Proposals (RFP). No questions will be accepted by phone or as walk ins.

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1.4 PROPOSAL ACCEPTANCE

The Lockport Common Council reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Furthermore, the Council reserves the right to make a whole award, partial award, or no award at all.

1.5 TERM OF CONTRACT

The term of the contract will be two (2) years from the date the contract is executed and will include underwriting and application processing for the emergency and rehabilitation loan programs, (including the Target Streets) (50/50), NYS AHC and other owner-occupied housing rehab programs developed by the Department of Community Development.

1.6 SCHEDULE OF KEY ACTION DATES

DATE	EVENT
02/23/22	Release Request for Proposals
03/18/22	Review RFP and submit questions to CD Department
03/25/22	RFP response due to CD Department
03/25/22-03/30/22	Submissions evaluated
04/06/2022	Recommendations to Council Board for approval
04/22/2022	Anticipated start-up date of the contract

1.7 OBTAINING A COPY OF THE RFP:

To obtain a copy of the RFP, organizations can visit our website at:

<https://www.lockportny.gov/community-development/> or contact the Community Development Department at (716) 439-6686 or pick-up a copy at City Hall. Any addenda issued for this RFP will be published at the above-referenced website and will be provided to any interested group.

SECTION II: PROPOSAL FORMAT

The Program Administrator and other personnel of the Consultant shall provide the following program delivery services:

2.1 Program Participant Eligibility Determination

- a. Assist the City in reviewing HIP applications for completeness.
- b. Verify applicant's household income, ownership, mortgage information, and existence of current fire insurance on property to be improved (through third party documentation).
- c. Determine eligibility for the housing program grant and/or loan.
- d. Prepare and send grant and/or loan award letter to property owner.

2.2 Conduct Initial Property Inspections and Prepare Work Write-Up and Cost

Estimate

- a. Conduct initial property inspection, with a representative of the City's Building Inspection Department, to determine, at a minimum, work items necessary to bring the structure into compliance with the Housing Quality Standards (HQS) established by the U.S. Dept. of Housing and Urban Development (HUD) and correct major systems in danger of failure.
- b. Conduct lead risk assessment in accordance with provisions of the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- c. Based on initial property inspection and program guidelines, prepare the work write-up and in-house itemized cost estimate.
- d. Conduct additional property inspections with other inspection professionals, when necessary, to assess a specific problem item, review the report, and modify work write-up, cost estimate and specifications based on the professional's report.

2.3 Prepare and Distribute Rehabilitation Specifications

- a. Review the work write-up and obtain approval of same with the property owner.
- b. Prepare specifications for rehabilitation work and secure owner approval.
- c. Prepare and send out contractor bid packets to the property owner.
- d. Assist the property owner in securing contractor estimates.
- e. Review and compare bids, obtain clarification, and, if necessary, prepare addenda, and obtain signatures.
- f. Review the contractor estimates with the owner and assist the owner in selecting the contractor(s).

2.4 Prepare/Execute Documents and Initiate Construction

- a. Prepare and send grant and/or loan award letters to property owner.
- b. Obtain Certificate of Insurance from selected contractor(s) evidencing current liability insurance limits and worker's compensation insurance.
- c. Prepare and send selection and non-selection letters to contractors.
- d. Prepare the Owner/City agreement and obtain proper signatures.
- e. Prepare the Owner/Contractor agreement(s) and obtain proper signatures.
- f. Attend pre-construction meeting with city, property owner, and selected contractor(s), and disseminate copies of all documents from the meeting to appropriate individuals.
- g. Obtain copy of building permit from contractor(s); prepare and send Notice of Order to Proceed to contractor(s).
- h. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.5 Conduct Interim Inspections

- a. Conduct a minimum of one inspection on each project.
Note: City Building Inspection Department will be conducting a minimum of one additional inspection on each project.
- b. Assist in the resolution of any problems that occur during rehabilitation.
- c. Assist with change orders during rehabilitation, prepare appropriate paperwork and obtain required signatures.
- d. Assist the City in preparing and processing documentation for progress payments.
- e. Be available via telephone or meetings to respond to questions from the City, property owner and contractor(s).

2.6 Conduct the Final Inspection

- a. Conduct a final inspection to ensure work was completed in a workmanlike manner and to specifications, and that the unit is in compliance with HUD HQS standards.
- b. Conduct lead clearance test in accordance with applicable federal laws (previously noted).
- c. Obtain from contractor(s) all required forms such as Certificate of Occupancy, Board of Fire Underwriters Certificate, etc.
- d. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor.
- e. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor(s).
- f. Assist the City in preparing the documentation and the contractor's request for final payment and obtain proper signatures; prepare warranty forms and secure signatures.
- g. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.7 Administrative Activities

- a. Prepare and submit reports and retain documentation.
 - 1. Prepare and submit documentation to the City for payment of services.
 - 2. Maintain a cumulative total of rehabilitation funds expended and the remaining balance.
 - 3. Prepare and submit to the City progress reports summarizing program status and specific activities undertaken, as requested.
 - 4. Attend AHC program review meetings, as requested by the City.
- b. The Consultant shall maintain the necessary personnel to ensure efficient implementation of rehabilitation activities.
- c. For the performance of tasks and assignments specified in Section A, the City
Home Improvement Program Administration AHC Grant ID # 1Q23

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shall pay the Consultant for services provided, as follows:

Service Component	Price per Residence
1) Program Participant Eligibility Determination	\$ XX.00
2) Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.	\$XXX.00
3) Conduct Lead Risk Assessment	\$XXX.00
4) Prepare Rehabilitation Specifications	\$XXX.00
5) Prepare/Execute Documents and Initiate Construction	\$XXX.00
6) Conduct Interim Inspections (\$XX.00 per inspection; usually a minimum of one per project is required; additional inspections, as necessary, at \$XX.00 per inspection)	\$XXX.00
7) Conduct Lead Clearance Test	\$XXX.00
8) Coordinate requisite plumbing and electrical inspections.	\$XXX.00
9) Conduct Final Inspection including pictures of all completed work.	\$XXX.00
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TOTAL	\$XXXX.00

Price per Ineligible Income Determination

Income Determination for each Application Determined Ineligible to Participate	\$ XX.00
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- d. Payments shall be based on performance of services for the fees specified in Section C, which includes overhead. Payments shall be made upon the submission of a properly executed City purchase order and invoice that itemizes the services provided.
- e. The Consultant and the City agree to indemnify and hold harmless the other and its officials and employees from any and all liability arising out of any violations of Federal, State or Local statutes, rules or regulations as a result of any acts of the indemnifying party, its employees or agents in the administration of the HIP.
- f. The Consultant acknowledges and agrees that the fee for its services specified in paragraph C herein, shall not be increased for any reason without the prior written consent of the Common Council of the City of Lockport.
- g. The City agrees to provide office space for on-site administration and program delivery of the HIP Program and the maintenance of all HIP records required by New York State Affordable Housing Corporation.
- h. Administrative, Contractual and Legal Remedies: All claims, counter claims, disputes and other matters in question between the City and the Consultant arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between the City and the Consultant to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Consultant shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
- i. Termination for Cause: It is expressly understood and agreed that the City may terminate this Agreement for cause at any time by giving the Consultant thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. The phrase “for cause” shall mean a serious violation or breach of the terms of this Agreement by the Consultant that cannot be resolved through the administrative remedies provided in Section I.
- j. Termination for Convenience: It is expressly understood and agreed that the City may terminate this Agreement for convenience at any time by giving the Consultant ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. It is expressly understood and agreed that the Consultant may terminate this Agreement for convenience at any time by giving the City ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the City.

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- k. Compensation in the Event of Termination: If either the City or the Consultant terminates this Agreement, the Consultant shall be compensated for all services performed up to the date of termination. The payment request shall comply with requirements specified in Section C.

Please Note: Proposals must be received by **4:00 PM Friday, March 25, 2022.**

Deliver to: Carrie Gugliuzza
Program Administrator
1 Locks Plaza
Lockport, NY 14094

or

E-mail to: cgugliuzza@lockportny.gov